



**HOUSING AUTHORITY
of the County of Los Angeles**

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Michael D. Antonovich**
Commissioners

Cordé D. Carrillo
Acting Executive Director

March 10, 2009

The Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Commissioners:

**APPROVE CONTRACT FOR MASTER PEST CONTROL SERVICES FOR
ALL COUNTY PUBLIC HOUSING DEVELOPMENTS AND THREE HOUSING
AUTHORITY ADMINISTRATIVE BUILDINGS LOCATED THROUGHOUT LOS
ANGELES COUNTY (ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter recommends approval of a Contract with Lone Star Termite and Pest Control Inc. to provide standardized master pest control for 61 housing developments and three administrative buildings located throughout Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that a pest control Contract is exempt from the California Environmental Quality Act as described herein, because the activities will not have the potential for causing a significant effect on the enforcement.
2. Approve and authorize the Acting Executive Director to execute a one-year Contract in the amount of \$64,992 with Lone Star Termite and Pest Control Inc. to provide pest control services for 61 housing developments located within Los Angeles County, as well as the Mary B. Henry Telemedicine Center, the Bright Futures Child Care Center, and the South Scattered Sites management office.
3. Authorize the Acting Executive Director to use for this purpose \$58,813 in Conventional Public Housing Program funds and \$3,543 in Project-Based Section 8 Program funds allocated by the U.S. Department of Housing and Urban Development (HUD), \$2,183 in Rental Housing Construction



Program (RHCP) program revenue allocated by the State of California, and \$453 in General Fund Bond Fees; and authorize the Acting Executive Director to approve Contract change orders not exceeding \$19,500 for unforeseen project costs, using the same source of funds.

4. Authorize the Acting Executive Director to execute amendments to the one-year Contract, following approval as to form by County Counsel, to extend the term of the Contract for a maximum of four additional years, in one-year increments, using funds to be approved through the annual budget process.
5. Authorize the Acting Executive Director to execute all necessary administrative amendments to the Contract as well as any amendments to increase the compensation amount upon each annual renewal with an escalation percentage cap equal to the Consumer Price Index (CPI) for the County of Los Angeles determined by the U.S. Bureau of Labor Statistics, and a 30 percent contingency per year, to provide for any unforeseen needed pest control services, following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide pest control services at the Housing Authority's public housing developments and administrative buildings throughout Los Angeles County. The interior of each unit will be treated two times per year by spraying or baiting with a gel substance the interior of all units and administrative offices. The exterior of all buildings will be sprayed monthly for the control of ants and other insects.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. For the first year of services under the Contract, the Housing Authority will use a maximum aggregate of \$64,992 included in the Housing Authority's approved Fiscal Year 2008-2009 budget, consisting of \$58,813 in Conventional Public Housing Program funds and \$3,543 in Project-Based Section 8 Program funds allocated by the U.S. Department of Housing and Urban Development (HUD), \$2,183 in Rental Housing Construction Program (RHCP) program revenue allocated by the State of California, and \$453 in General Fund Bond Fees. A 30% contingency, in the amount of \$19,500, is also being set aside for unforeseen costs, using the same source of funds.

A 30% contingency is necessary because the Contractor will likely need to provide

services beyond the regular twice annual unit treatment. These services may include special treatments for fleas and bedbugs, removal of bee hives, rodents and other pests.

After the first year, the Housing Authority seeks authority to extend the Contract for an additional four years, in one-year increments, contingent upon availability of funds. If extended, compensation for the second, third, fourth and fifth years of the Contract, including the costs of unforeseen needed pest control services and any adjustment for the CPI, will use funds to be approved through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Housing Authority operates 61 housing developments totaling 3,336 housing units throughout Los Angeles County. Each unit will be treated a maximum of two times annually. The exterior of each development will be sprayed once per month and all community space areas will be treated quarterly or as necessary.

These services are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, Lone Star Termite and Pest Control will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Contract has been approved as to form by County Counsel and executed by Lone Star Termite and Pest Control Inc. On February 25, 2009, the Housing Commission recommended approval of the Contract award.

CONTRACTING PROCESS

On September 23, 2008, the Housing Authority and the Community Development Commission (CDC) initiated a combined outreach bid process to identify a pest control maintenance service company. Invitations for Bid Notices were mailed to 73 pest control providers identified from the CDC/Housing Authority's vendor list. Advertisements also appeared in eight local newspapers and on the Community Development Commission and L.A. County Websites. Sixteen proposal packages were distributed.

Twelve Contractors attended a mandatory Pre-Bid Conference on November 25, 2008.

Honorable Board of Commissioners
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On December 22, 2008, five bids were received. The lowest bid was rejected because of the company's failure to meet the minimum requirements. Lone Star Termite and Pest Control Inc. submitted the lowest, most responsive and responsible bid and is being recommended for the Contracts award.

The Summary of Outreach Activities is provided as Attachment A.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.35 (b) (3), this action is excluded from the National Environmental Policy Act (NEPA) because it involves activities that will not alter existing environmental conditions. The action is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 because it involves negligible or no expansion of an existing use and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES

The award of this Contract will allow the Housing Authority to continue providing a pest-free living environment for all residents and employees at all housing developments located throughout the County.

Respectfully submitted,



fo CORDÉ D. CARRILLO
Acting Executive Director

Attachments: 2

ATTACHMENT A

CONTRACT FOR PEST CONTROL SERVICES

Summary of Outreach Activities

On November 17, 2008, the following outreach was initiated to identify qualified firms to provide pest control services for all housing developments throughout Los Angeles County and Community Development Commission Administrative Offices and Buildings.

A. Newspaper Advertising

Announcements appeared in the following eight local newspapers:

La Opinion	Los Angeles Sentinel
Eastern Group Publications	Los Angeles Times
International Daily News	The Daily News
WAVE Community Newspapers	Long Beach Press Telegram

An announcement was also posted on the Community Development Commission's and the L.A. County's web sites.

B. Distribution of Bid Packets

The Housing Authority's vendor list was used to mail out the IFB to 72 contractors, of which 29 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women).

As a result of the outreach, 16 bid packets were requested and distributed.

C. Pre-Bid Conference and Site Walk

A mandatory Pre-bid Meeting was held on November 25, 2008. Twelve Contractors attended. Addendum No. 1 was issued on December 15, 2008 issuing a revised bid sheet.

D. Bid Results

On December 22, 2008 five bids were received and opened. The lowest bid was rejected because of the company's failure to meet the bid's minimum requirements. Lone Star Termite and Pest Control Inc. submitted the lowest responsive, responsible combined bid meeting all bid criteria and is therefore, being recommended for Contract award. The combined bid results are as follows:

<u>Pest Control Company</u>	<u>Annual Bid Amount</u> <u>Includes HA & CDC</u>
American City Pest Control	\$ 60,609*
Lone Star Termite and Pest Control	\$ 89,653
Stanley Pest Control	\$ 89,859
CATS USA Pest Control, Inc.	\$ 96,406
Worry Free Pest Control	\$123,384

*Non-responsive bid.

E. Minority/Female Participation –Contractor and Subcontractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Lone Star Termite and Pest Control	Non-Minority	Total: 8 6 minorities 2 women 75% minorities 25% women

F. Minority/Female Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
American City Pest And Termite Control	Non-Minority	Total: 42 25 minorities 7 women 60% minorities 17% women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Stanley Pest Control	Non-Minority	Total: 97 56 minorities 12 women 58% minorities 12% women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
CATS USA Pest Control	Non-Minority	Total: 59 28 minorities 14 women 47% minorities 24% women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Worry Free Pest Control, Inc.	Non-Minority	Total: 5 2 minorities 2 women 40% minorities 40% women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of the contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

Contract Summary

Project Name: PEST CONTROL SERVICES
Location: 61 Housing Authority housing developments and 3 administrative buildings within the Los Angeles County
Number: CDC08-648
Contract Start Date: March 13, 2009
Contractor: Lonestar Termite and Pest Control Inc.
Purpose: The purpose of this contract is to provide regular monthly pest control maintenance services to 61 housing developments and 3 administrative buildings operated or managed by the Housing Authority within the County of Los Angeles.

Scope of Work: See Attached Scope of Work

Term: Upon execution, the Contract shall remain in full force until March 12, 2010 unless sooner terminated or extended in writing.

Option to Renew: The Housing Authority has the option to renew the Contract for four (4) additional one year terms, unless sooner terminated or extended in writing.

Performance Review: A performance review shall be conducted no later than 90 days prior to the end each Contract year. Based on the assessment of the performance review, written notification will be given to the Contractor whether the agreement will be terminated at the end of the current year or will be continued into the next contract year.

Compensation: The Contractor shall be paid full compensation for the work required, performed, and accepted, an annual amount of \$64,992, which is exclusive of all costs and expenses which will be deducted from the contract 30% annual contingency amount.

After the first year, the Housing Authority may extend the Contract for an additional four years, in one-year increments, contingent upon availability of funds. If extended, the compensation for the second, third, fourth and fifth years of the Contract may be adjusted annually according to the Consumer Price Index (CPI) for the County of Los Angeles. Additionally the costs of unforeseen needed pest control services will be deducted from the contract 30% annual contingency amount. The Housing Authority will use funds to be approved through the annual budget process.

**CONTRACT FOR
PEST CONTROL SERVICES**

This Contract is made and entered into this 13th day of March, 2009, by and between the Housing Authority of the County of Los Angeles (Housing Authority), hereinafter referred to as "Housing Authority", and Lonestar Termite & Pest Control, Inc., hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed pest control services. On December 18, 2008, in response to the Housing Authority's Invitation for Bids, Contractor submitted a bid to furnish the hereinafter-described pest control services to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence as of the day and year first above written and shall remain in full force and effect for twelve (12) months unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Housing Authority.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

The Contractor shall submit to the Housing Authority on the 1st day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Sixty Four Thousand Nine Hundred Ninety Two Dollars (\$64,992.00), and the total amount of compensation under this Contract will not exceed Sixty Four Thousand Nine Hundred Ninety Two Dollars (\$64,992.00), which shall include all related expenses.

The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.

The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

10. INSURANCE

Without limiting Contractor's indemnifications provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and may provide for such deductibles as may be acceptable to the Housing Authority. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

_____ Lonestar Termite & Pest Control, Inc. _____
(Name of Contractor)

The insurance policies set forth herein shall be primary insurance with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of Contractor, and/or any

entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When Contractor is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Contractor is contracting, is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Community Development Commission of the County of Los Angeles (Commission), the Housing Authority of the County of Los Angeles (Housing Authority), the County of Los Angeles (County), and each of their agents, officers, officials and employees, shall be covered as insureds with respect to: liability arising out to activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, leased or used by the Contractor.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such

insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. CRIME INSURANCE, including coverage against loss of money, securities, inventory or other property, with limits in amounts not less than indicated below, unless lower amounts are authorized by Housing Authority:

Employee Theft Coverage	\$1,000,000
Forgery Coverage	\$1,000,000
Client Coverage	\$1,000,000

Commission, Housing Authority, County and each of their agents, officers, officials and employees, shall be named as loss payees on this policy.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies,

which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director

of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 16, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon

which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-43, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be

canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.
- C. The Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or

offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes

within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any

other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

40. NOTICES

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Emilio Salas, Director
Housing Authority
Of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

The Contractor: Elliot Marks, President
Lonestar Termite & Pest Control, Inc.
606 S. Raymond Avenue
Fullerton, CA 92831

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

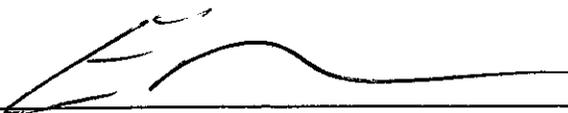
SIGNATURES

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

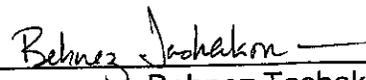
LONESTAR TERMITE & PEST CONTROL

By _____
Corde D. Carrillo
Acting Executive Director

By  _____
Elliot Marks
President

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By  _____
Behnaz Tashakorian
Deputy

By _____
Emilio Salas
Director

ATTACHEMENT A

**STATEMENT OF
WORK**

ATTACHMENT A STATEMENT OF WORK PEST CONTROL SERVICES

1.0 SCOPE OF WORK

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor shall provide a sufficient number of certified and/or trained and competent applicators to accomplish the Statement of Work (SOW) of this Contract.
- 2.2 The Contractor and its employers shall maintain during the duration of the contract a California Qualified Applicators License (QAL). Failure to maintain the require license shall be grounds for termination of this Contract.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1 The Contractor shall provide pest control services at all locations noted in Exhibit 1.
- 3.2 The Contractor shall utilize a State of California approved integrated pest management technique system in the overall pest control program for all locations noted in Exhibit 1:
- 3.3 The Contractor shall provide the following pest coverage:
 - 3.3.1 Interior Pests:
 - Ants
 - Roaches (all species)
 - Silverfish
 - Bed Bugs
 - 3.3.2 Exterior Pests:
 - Ants
 - Oriental roaches
 - American roaches
 - Spiders

- Wasps Nest
- Bee Hive

3.3.3 All Stored food pests

3.4 The Contractor shall perform the following services in conjunction with State of California approved integrated pest management technique system as noted in Section 3.2 above:

3.4.1 Prior to service, conduct a complete inspection of each unit.

3.4.2 Identify during all inspections, all pests, pest damage, or the potential of pest infestation.

3.4.3 Determine the extent of any pest problems.

3.4.4 Utilize regular industry application standards and practices, and/or other methods to obtain the control required for pest extermination.

3.4.5 Evaluate the effectiveness of the treatment.

Housing Development Family Units

3.5 For Family Sites over Forty (40) Units, the Contractor shall perform the following:

3.5.1 Service each unit twice a year as programmed according to the cycle extermination plan. All of the units will be treated inside twice each year for covered pests. All facilities will be treated each month on the full exterior for the control of covered pests.

3.5.2 The first (1st) visit of each month will be set aside for the interior baiting (jell) or spraying of the units due that month for the cycle. Sites with multiple buildings, one complete building will be sprayed/bated per visit. Should the entire site be completed prior to the first six months, and then the Contractor need only come once per month.

3.5.3 The second (2nd) visit of the month will be for the exterior plus any units needing service before their regular schedule date. Any units requiring service before their scheduled date will be included in the program (limit of five percent (5%) of the total units per month) at no additional cost. Any units exceeding the allowed two services in a 12-month period will be charged on a per unit basis.

3.5.4 For the convenience of the Contractor and with the approval of the Area Maintenance Supervisor, he/she may elect to service the

larger facilities four (4) times each month rather than only twice. The benefit to the Contractor would be servicing a smaller number of units and a smaller area of the exterior on each service visit while covering the required monthly quota.

- 3.6 For Family Sites under Forty (40) Units, the Contractor shall perform the following:
- 3.6.1 Service each unit on a monthly basis placing a preventative barrier around the exterior of the buildings for covered pests.
 - 3.6.2 During the first (1st) quarter of this Contract the interiors of each unit will be baited or sprayed. Sites with multiple buildings, one complete building will be baited or sprayed at a visit.
 - 3.6.3 At the request of the Area Maintenance Supervisor, all units may be serviced at the same time.
 - 3.6.4 There shall be no extra charge unless a unit is sprayed more than twice per year, then the services will be billed on a per unit cost.

Housing Development Community Centers

- 3.7 The Contractor shall spray baseboards only at no extra cost to the Housing Authority on a quarterly basis. The Area Supervisor will provide notice to the Contractor, when possible, during a regularly scheduled monthly visit.
- 3.8 The Contractor shall bate the kitchen areas on semi-annual basis. The Area Supervisor will give notice to the Contractor so the tasks may be accomplished.

Housing Development Office Buildings/Classrooms

- 3.9 The Contract shall be spray baseboards only at no extra cost to the Housing Authority on a quarterly basis. The Area Supervisor will give notice to the Contractor so the tasks maybe accomplished, if possible, during a regular scheduled monthly visit.

Housing Development Senior Units:

- 3.10 For building exterior, the Contractor shall perform services once each month for the control of ants, Oriental roaches, American roaches and spiders.
- 3.11 For building interior, the Contractor shall be treat for roaches twice each year with bait such as Max Force (Siege) or Micro-Gen (Avert). **All units to be completed within the first quarter of each contract year),** and also within the third quarter of the contract year.

- 3.11.1 At the request of the Area Maintenance Supervisor, all units may be serviced at the same time. It is the responsibility of the Area Maintenance Supervisor to coordinate this service by providing access, proper preparation and occupant evacuation. There shall be no additional charge unless a specific unit or units have received more than the two services in a 12-month period. Any units receiving more than two services will be charged on a per unit basis.
- 3.11.2 Ants should be controlled on the exterior, but if they find their way inside a structure, it shall be treated at no additional charge. The only acceptable pesticide must be a low or no odor product.

4.0 RESPONSIBILITIES

The Housing Authority and the Contractor's responsibilities are as follows:

Housing Authority

4.1 Personnel

- 4.1.1 Notify residents of scheduled treatment days.
- 4.1.2 Provide to the Contractor a schedule of units to be serviced.
- 4.1.3 Coordinate access, proper preparation and occupant evacuation, as necessary, for all structures.
- 4.1.4 Will arrange for periodic chemical testing through the Department of Agriculture.
- 4.1.5 Shall process invoices according to Housing Authority standard accounts payable system.

Contractor

4.2 Notification of Pest Problems:

The Contractor shall report in writing to the Area Maintenance Supervisor any evidence of pests or conditions conducive to pest infestation, which is covered in the Contract, at the time such condition is first noticed.

4.3 Environmental Protection:

The Contractor shall comply with all applicable environmental protection requirements, except as they may be modified by this Contract. In addition, the Contractor shall provide and enforce the use of safety equipment and keep a spill kit available at all times to prevent overflow. The Contractor or his/her agents shall never leave the pesticides or spray

equipment (when filing or when containing pesticides) unattended. Pesticides must be stored in a locked storage container. Pesticides and their containers shall not be disposed of on the housing site.

4.4 Superintendent of Contractor:

The Contractor shall give his personal superintendent to the work or have a competent certified superintendent with authority to act for him on site or available by telephone at all times when work is in process. Such individual shall have a California Qualified Applicators License (QAL) in those Pest Control functions required by this Contract.

4.5 Personnel:

Prior to the commencement of work the Contractor's technician shall sign and check in each day with the Area Maintenance Supervisor who shall indicate the work and sites of work for that date. The technician shall also sign and check out at the completion of each day's work.

4.6 Pre-Performance Conference:

Prior to commencing the contract, the Contractor shall meet in conference with the Area Property Supervisors to discuss and develop a mutual understanding relative to scheduling and administration of work.

4.7 Service Schedule:

The Contractor shall submit a pest control schedule including the names of personnel for the Commission for approval.

4.8 Building Access:

The Contractor shall obtain access to buildings and arrange for the units to be opened and closed through the Area Maintenance Supervisor.

4.9 Quarterly Meetings:

The Contractor shall meet with the Area Maintenance Supervisor once every three months to review deficiencies/concerns regarding the required work as defined in this Statement of Work.

4.10 Uniforms/Identification Badges

4.10.1 The Contractor's employees shall carry company I.D. cards or be dressed in a company uniform clearly identified with the company name or logo.

4.10.2 Each vehicle shall show the Contractor's name so that it is clearly visible.

4.11 Materials and Equipment

4.11.1 The Contractor shall comply with all applicable environmental protection requirements, except as they may be modified by this contract.

4.11.2 The Contractor shall provide and enforce the use of safety equipment and keep a spill kit available at all times to prevent overflow.

4.11.3 The Contractor or his/her agents shall never leave the pesticides or spray equipment (when filling or when containing pesticides) unattended. Pesticides must be stored in a locked storage container. Pesticides and their containers shall not be disposed of on the housing sites.

4.11.4 Vehicles shall not be left unattended at anytime unless properly locked and secured.

5.0 **HOURS AND DAYS OF WORK**

5.1 The Contractor shall provide pest control services **between 7:00 a.m. to 2:00 p.m. Monday through Friday**. The offices of the Housing Authority are closed the following holidays:

- *News Years Day*
- *Martin Luther King Day*
- *Presidents Day*
- *Memorial Day*
- *Independence Day*
- *Labor Day*
- *Columbus Day*
- *Veterans Day*
- *Thanksgiving Day*
- *Day after Thanksgiving Day*
- *Christmas Day*

Note: Holidays that fall on a Saturday are observed on previous Friday and holidays that fall on a Sunday are observed on the following Monday.

5.2 Housing Developments:

Contractor shall perform work beginning at 8:00 a.m. and complete work by 2:00 p.m. Monday through Thursday. Individual site schedules will be arranged with the Site Maintenance Staff.

6.0 WORK SCHEDULES

The Contractor shall submit for review and approval a work schedule for each facility to the Area Maintenance Supervisor within ten (10) days prior to starting work. The work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon, and the tasks to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the Area Maintenance Supervisor for review and approval within five (5) working days prior to scheduled time for work.

6.0 QUALITY CONTROL PLAN

6.1 The Contractor shall be responsible for assuring that all work is accomplished in a good and workmanlike manor in accordance with the provisions of the Contract, including:

6.1.1 Assuring that all the chemicals are active.

6.1.2 Following EPA guidelines for the disposal of pesticides and its container.

6.1.3 Following chemical filling and mixing procedures.

6.1.4 Labeling chemicals so they may be easily identified.

6.1.5 File a copy of all Material Safety Data Sheets with the management office on site, prior to chemical application for each chemical used.

6.1.6 File accident reports that comply with OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, occupational disease or environmental insult. The Contractor will notify the Area Maintenance Supervisor of all pesticide-related accidents within 24 hours.

6.2 The Contractor shall maintain a logbook that must be provided to the Area Maintenance Supervisor for all facilities under his/her care. Service personnel should check the logbook to note any areas experiencing problems. The notebook will also contain information pertinent to the program, such as chemical labels, toxicity reports, Material Safety Data Sheets, etc.

- 6.3 The Area Maintenance Supervisor may elect not to have a logbook for the smaller facilities. In this case, a standard log sheet will be filled out after each service and forwarded to the Area Maintenance Supervisor. These forms will be maintained in the area district in a logbook similar to those at the larger projects.
- 6.4 **Rotation of Pesticides** from one insecticide group to another shall be done in no less than twice a year but no more than four months in order to delay development of resistance in susceptible population (i.e. rotate insecticide classes between 4-12 months). All pesticides shall be procured, processed, handled, and applied in strict accordance with the manufacturer's label, which shall be registered with the Environmental Protection Agency and State of California for the enforcement of Federal, State Insecticide, Fungicide and Rodenticide Pesticide Act (FIFEA).

7.0 ADDITIONS AND DELETIONS

The Housing Authority reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Housing Authority and the Contractor.

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNITS (SENIOR & FAMILY)												
LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS						COM. CENTERS	LOBBY	OFFICES
	SNR	FAM	TOTAL	0	1	2	3	4				
West County Locations												
Kings Road Apartments 800-801 N. Kings Rd. W. Hollywood, CA 90069	106		106		101	5				2		2
Westknoll Apartments 838 N. Westknoll Dr. W. Hollywood, CA 90069	136		136	123	13	0	0	0			1	1
Palm Ave. Apartments 959 N. Palm Avenue W. Hollywood, CA 90069	124		124	112	12	0	0	0		3	1	1
Santa Monica (9th St.) 1855 9th Street Santa Monica, CA 90404		11	11			8	3					
Santa Monica (14th St.) 1450 14th Street Santa Monica, CA 90404		19	19			14	5					
Santa Monica (20th St.) 2006 20th Street Santa Monica, CA 90404		11	11			8	3					

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNITS (SENIOR & FAMILY)												
LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS					COM. CENTERS	LOBBY	OFFICES	
	SNR	FAM	TOTAL	0	1	2	3	4				
Ocean Park 175 Ocean Park Blvd. Santa Monica, CA 90405	10	12	22		8	11	3				1	
Monica Manor 1901-1909 11th Street Santa Monica, CA 90405		19	19			19						
Marina Manor I 3401 Via Dolce Marina Del Rey, CA 90292	112		112		104	8						
Marina Manor II 3405 Via Dolce Marina Del Rey, CA 90292	71		71		67	4			1		1	
WEST COUNTY SUBTOTAL	559	72	631	235	305	77	14	0	7	2	7	

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNITS (SENIOR & FAMILY)												
LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS					COM. CENTERS	LOBBY	OFFICES	
	SNR	FAM	TOTAL	0	1	2	3	4				
North County Locations												
Orchard Arms 23520 Wiley Canyon Road Valencia, CA 91355	183		183		182	1			1	4		
Foothill Villa 2423 Foothill Blvd. La Crescenta, CA 91214	62		62		61	1			1	1	1	
Quartz Hill I 5028 West Ave. L-12 Quartz Hill, CA 95971		20	20			14	6					
Quartz Hill II 42051 51st Street Quartz Hill, CA 95971		20	20			14	6					
Lancaster Homes 711-737 W. Jackman Lancaster, CA 93534	120		120		108	12			1 w/ kitchen	4	1	
SUBTOTAL	365	40	405	0	351	42	12	0	3	9	2	

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNITS (SENIOR & FAMILY)												
LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS					COM. CENTERS	LOBBY	OFFICES	
	SNR	FAM	TOTAL	0	1	2	3	4				
East County Locations												
Nueva Maravilla 4919 E. Cesar Chavez Ave. Los Angeles, CA 90022	150	354	504		150	120	178	56	1 w/ kitchen		5	
Arizona/Olympic 1100 S. Arizona Los Angeles, CA 90022		18	18				10	8				
Whittier Manor 11527 Slauson Avenue Whittier, CA 90606	49		49		46	3			1 w/ kitchen		1	
Herbert Avenue 133 Herbert Avenue Los Angeles, CA 90022	46		46		45	1			1 w/ kitchen		1	
Villa Nueva 670 S. Ferris Avenue Los Angeles, CA 90022		21	21			21						
Francisquito Villa 14622 Francisquito La Puente, CA 91746	89		89		88	1			1 w/ kitchen		1	
Carmelita Avenue 354-356 Carmelita Los Angeles, CA 90063	2		2		2							
McBride Avenue 1229 S. McBride Avenue Los Angeles, CA 90023	1	3	4		1	3						

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNITS (SENIOR & FAMILY)											
LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS					COM. CENTERS	LOBBY	OFFICES
	SNR	FAM	TOTAL	0	1	2	3	4			
Williamson Avenue 706-8 Williamson Los Angeles, CA 90022		4	4			4					
Triggs Street 4432-34 1/2 Triggs Street Los Angeles, CA 90023	2	2	4		2	2					
Simmons Avenue 927 S. Simmons Avenue Los Angeles, CA 90022	3	1	4		3	1					
4th & Mednik 341 S. Mednik Avenue Los Angeles, CA 90022		2	2			2					
Sundance Vista 10850 Laurel Ave. Whittier, Cs 90606		41	41				28	13	1 w/ kitchen		1
SUBTOTAL	342	446	788		337	158	216	77	5		9

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNIT (SENIOR & FAMILY)

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS					COM. CENTERS	LOBBY	OFFICES
	SNR	FAM	TOTAL	0	1	2	3	4			
Carmelitos 851-1000 Via Wanda Long Beach, CA 90805	155	558	713		234	343	87	49	1	1	3
Family Enrichment Ctr. 851 Via Carmelitos Long Beach, CA 90805									2	1	6
Carmelitos Senior Ctr. 801 Via Carmelitos Long Beach, Ca 90805									1 w/ kitchen	1	2
Carmelitos Nursery 750 Via Carmelitos Long Beach, CA 90805											3
Family Learning Center 711 Via Wanda Long Beach, CA									1	1	6
Harbor Hills 26607 S. Western Avenue Lomita, CA 90717	80	221*	301*		80	145	76		1 w/ kitchen		1
Harbor Hills Child Care Center 1874 Palos Verdes Dr. No. Lomita CA 90717									1 play room		3
Harbor Hills Gym 1876 Palos Verdes Dr. No. Lomita CA 90717											3

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNIT (SENIOR & FAMILY)

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS						COM. CENTERS	LOBBY	OFFICES
	SNR	FAM	TOTAL	0	1	2	3	4				
Lomita Manor 24925 Walnut Street Lomita, CA 90717	78		78		74	4			1 w/ Kitchen			
South L. A. County Maintenance Office 12721 S. Central Avenue Los Angeles, CA 90059									1 Kitchen		10	
South Bay Gardens 230 E. 130th Street Los Angeles, CA 90061	100		100		94	6			2 - 1 w/ Kitchen	1	5	
Century Wilton 2050 Century Blvd. Los Angeles, CA 90047		40	40		8	32			1 w/ Kitchen		1	
Woodcrest I & II 1239-45 W. 109th Street Los Angeles, CA 90044		20	20			14	6					
West 107th Street 1320 W. 107th Street Los Angeles, CA 90044		18	18			2	9	7				
Imperial Heights I & II 1221/1309 W. Imperial Hwy Los Angeles, CA 90044		9	9				6	3				
West 105th Street 1336-1340 W. 105th Street Los Angeles, CA 90044		9	9				7	2				

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNIT (SENIOR & FAMILY)											
LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS					COM. CENTERS	LOBBY	OFFICES
	SNR	FAM	TOTAL	0	1	2	3	4			
West 106th Street 1057 W. 106th Street Los Angeles, CA 90044		4	4				3	1			
West 106th Street 1100-1104 W. 106th Street Los Angeles, CA 90044		20	20		1	19					
West 106th Street 1334-38 W. 106th Street Los Angeles, CA 90044		4	4				1	3			
Normandie Apartments 11431-63 S. Normandie Los Angeles, CA 90044		28	28			28					
West 90th Street 1115-16 W. 90th Street Los Angeles, CA 90044		18	18			18			1		
West 91st Street 1101-09 W. 91st Street Los Angeles, CA 90044		16	16			16					
East 119th Street 1232-34 East 119th Street Los Angeles, CA 90059		2	2			2					
East 61st Street 1229-35 East 61st Street Los Angeles, CA 90001		6	6			6					

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNIT (SENIOR & FAMILY)

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS						COM. CENTERS	LOBBY	OFFICES
	SNR	FAM	TOTAL	0	1	2	3	4				
Willowbrook 11718-40 Willowbrook Los Angeles, CA 90059		8	8				8					
West 90th Street 1027-33 W. 90th Street Los Angeles, CA 90022		6	6				3	3				
92nd Street & Bandera St. 9104-18 S. Bandera Los Angeles, CA 90002		8	8				5	3				
East 83rd Street 1535-37 E. 83rd Street Los Angeles, CA 90002		2	2				2					
East 87th Street 1615-17 E. 87th Street Los Angeles, CA 90002		4	4				4					
88th Street & Beach Street 8739 Beach Street Los Angeles, CA 90002		4	4				4					

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNIT (SENIOR & FAMILY)												
LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS						COM. CENTERS	LOBBY	OFFICES
	SNR	FAM	TOTAL	0	1	2	3	4				
-Addington 4212-4220 Addington St. Compton, CA 90221		3	3				2	1				
Budlong I 9410-9412 1/2 S. Budlong Los Angeles, CA 90044		4	4				3	1				
Budlong II 11126 Budlong Los Angeles, CA 90044		3	3				3					
West 95th Street 1324 W. 95th Street Los Angeles, CA 90044		4	4				3	1				
West 94th Street 1035-37 1/2 W. 94th St. Los Angeles, CA 90044		4	4				1	1 & 2- 5Br				
Firmona 11117-19 Firmona Inglewood, CA 90304		2	2		1	1						
Linsley 4621-25 Linsley St. Compton, CA 90221		2	2			2						

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNIT (SENIOR & FAMILY)

LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS						COM. CENTERS	LOBBY	OFFICES
	SNR	FAM	TOTAL	0	1	2	3	4				
El Segundo I 1928/37/49 E. El Segundo Compton, CA 90022		30	30		12	12	6					
El Segundo II 2440-45 E. El Segundo Compton, Ca 90222		18	18				11	7				
Athens III 1120 W. 107 th . St. 1310 W. 110 th St. 11104 S. Normandie Ave. Los Angeles, Ca 90044		10	10				4	6				
Budlong Crest 11248 S. Budlong Los Angeles, Ca 90044		6	6				6					
Jarvis Avenue 12920 Jarvis Ave. Los Angeles, Ca		1	1					1				
East 84th Street 1527 E. 84 th St. Los Angeles, Ca 90001		4	4			4						

**STATEMENT OF WORK
EXHIBIT 1**

HOUSING DEVELOPMENT UNIT (SENIOR & FAMILY)											
LOCATION NAME/ADDRESS	UNITS			NUMBER OF UNITS WITH 0, 1, 2, 3, OR 4 BEDROOMS					COM. CENTERS	LOBBY	OFFICES
	SNR	FAM	TOTAL	0	1	2	3	4			
Mary B. Henry Telemed Center 10901 S. Vermont Ave. Los Angeles, Ca 90044	Kitchen-1 Coffee Lounge-1 Restrooms-2 Storage rooms-1									3	0
Bright Futures Child Dev. Center 10911 S. Vermont Ave. Los Angeles, CA 90044	Kitchen-1 Coffee Lounge-1 Restrooms-2									1	1
SUBTOTAL	413	1096	1509	0	504	654	260	89 +2-5 bed	12	9	44
HOUSING DEVELOPMENT UNIT TOTALS	1674	1654	3333	574	1313	959	292	81	20	9	44

ATTACHEMENT B

FEE SCHEDULE

**ATTACHMENT B
FEE SCHEDULE
FOR
PEST CONTROL SERVICES**

The Contractor shall provide pest control services on a monthly basis for the Commission as described in Attachment B, Statement of Work. The Commission reserves the right to increase or decrease portions of the service that may be deemed necessary or expedient by the Commission. This Fee Schedule may be subject to change upon the anniversary date of the Contract, to include an escalation percentage cap equal to the allowable Consumer Price Index (CPI) increase. The Commission shall pay the Contractor for pest control services rendered based on the following monthly fees:

HOUSING DEVELOPMENT UNITS		
LOCATION/ADDRESS	TOTAL UNITS	SERVICE COST 2 TIMES PER YEAR
West County Locations		
Kings Road Apartments 800-801 N. Kings Rd. W. Hollywood, CA 90069	106	\$1,620.00
Westknoll Apartments 838 N. Westknoll Dr. W. Hollywood, CA 90069	136	\$1,740.00
Palm Ave. Apartments 959 N. Palm Avenue W. Hollywood, CA 90069	124	\$1,680.00
Santa Monica (9th St.) 1855 9th Street Santa Monica, CA 90404	11	\$ 441.00
Santa Monica (14th St.) 1450 14th Street Santa Monica, CA 90404	19	\$ 567.00
Santa Monica (20th St.) 2006 20th Street Santa Monica, CA 90404	11	\$ 441.00

**ATTACHMENT B
FEE SCHEDULE
FOR
PEST CONTROL SERVICES**

HOUSING DEVELOPMENT UNITS		
LOCATION/ADDRESS	TOTAL UNITS	SERVICE COST 2 TIMES PER YEAR
Ocean Park 175 Ocean Park Blvd. Santa Monica, CA 90405	22	\$ 576.00
Monica Manor 1901-1909 11th Street Santa Monica, CA 90405	19	\$ 567.00
Marina Manor I 3401 Via Dolce Marina Del Rey, CA 90292	112	\$1,680.00
Marina Manor II 3405 Via Dolce Marina Del Rey, CA 90292	71	\$1,140.00
SUBTOTAL	631	\$10,452.00

**ATTACHMENT B
FEE SCHEDULE
FOR
PEST CONTROL SERVICES**

HOUSING DEVELOPMENT UNITS		
LOCATION/ADDRESS	TOTAL UNITS	SERVICE COST 2 TIMES PER YEAR
North County Locations		
Orchard Arms 23520 Wiley Canyon Road Valencia, CA 91355	183	\$2,583.00
Foothill Villa 2423 Foothill Blvd. La Crescenta, CA 91214	62	\$1,071.00
Quartz Hill I 5028 West Ave. L-12 Quartz Hill, CA 95971	20	\$ 567.00
Quartz Hill II 42051 51st Street Quartz Hill, CA 95971	20	\$ 567.00
Lancaster Homes 711-737 W. Jackman Lancaster, CA 93534	120	\$1,827.00
SUBTOTAL	405	\$6,615.00

**ATTACHMENT B
FEE SCHEDULE
FOR
PEST CONTROL SERVICES**

HOUSING DEVELOPMENT UNITS		
LOCATION/ADDRESS	TOTAL UNITS	SERVICE COST 2 TIMES PER YEAR
East County Locations		
Nueva Maravilla 4919 E. Cesar Chavez Ave. Los Angeles, CA 90022	504	\$5,670.00
Arizona/Olympic 1100 S. Arizona Los Angeles, CA 90022	18	\$ 675.00
Whittier Manor 11527 Slauson Avenue Whittier, CA 90606	49	\$1,125.00
Herbert Avenue 133 Herbert Avenue Los Angeles, CA 90022	46	\$1,125.00
Villa Nueva 670 S. Ferris Avenue Los Angeles, CA 90022	21	\$ 675.00
Francisquito Villa 14622 Francisquito La Puente, CA 91746	89	\$1,449.00
Carmelita Avenue 354-356 Carmelita Los Angeles, CA 90063	2	\$ 441.00
McBride Avenue 1229 S. McBride Avenue Los Angeles, CA 90023	4	\$ 441.00
Williamson Avenue 706-8 Williamson Los Angeles, CA 90022	4	\$ 441.00
Triggs Street 4432-34 1/2 Triggs Street Los Angeles, CA 90023	4	\$ 441.00
Simmons Avenue 927 S. Simmons Avenue Los Angeles, CA 90022	4	\$ 441.00
4th & Mednik 341 S. Mednik Avenue Los Angeles, CA 90022	2	\$ 441.00

**ATTACHMENT B
FEE SCHEDULE
FOR
PEST CONTROL SERVICES**

HOUSING DEVELOPMENT UNITS		
LOCATION/ADDRESS	TOTAL UNITS	SERVICE COST 2 TIMES PER YEAR
Sundance Vista 10850 Laurel Ave. Whittier, Cs 90606	41	\$ 819.00
SUBTOTAL	788	\$14,184.00

**ATTACHMENT B
FEE SCHEDULE
FOR
PEST CONTROL SERVICES**

HOUSING DEVELOPMENT UNITS		
LOCATION/ADDRESS	TOTAL UNITS	SERVICE COST 2 TIMES PER YEAR
South County Locations		
Carmelitos 1000 Via Wanda Long Beach, Ca 90805	713	\$7,787.00
Carmelitos Family Enrichment Center 851 Via Carmelitos Long Beach, CA 90805	9	\$ 444.00
Carmelitos Senior Center 801 Via Carmelitos Long Beach, CA 90805	4	\$ 441.00
Carmelitos Nursery 750 Via Carmelitos Long Beach, CA 90805	4	\$ 441.00
Carmelitos Family Learning Center 711 Via Wanda Long Beach, CA 90805	8	\$ 444.00
Harbor Hills 26607 S. Western Avenue Lomita, CA 90717	301	\$ 4,095.00
Harbor Hills Child Care Center 1874 Palos Verdes Drive North Lomita, CA 90717	4	\$ 441.00
Lomita Manor 24925 Walnut Street Lomita, CA 90717	78	\$1,323.00
South Bay Gardens 230 E. 130th Street Los Angeles, CA 90061	100	\$1,575.00
Century Wilton 2050 Century Blvd. Los Angeles, CA 90047	40	\$ 819.00
Woodcrest I & II 1239-45 W. 109th Street Los Angeles, CA 90044	20	\$ 567.00

**ATTACHMENT B
FEE SCHEDULE
FOR
PEST CONTROL SERVICES**

HOUSING DEVELOPMENT UNITS		
LOCATION/ADDRESS	TOTAL UNITS	SERVICE COST 2 TIMES PER YEAR
West 107th Street 1320 W. 107th Street Los Angeles, CA 90044	18	\$ 567.00
Imperial Heights I & II 1221/1309 W. Imperial Hwy Los Angeles, CA 90044	9	\$ 441.00
West 105th Street 1336-1340 W. 105th Street Los Angeles, CA 90044	9	\$ 441.00
West 106th Street 1057 W. 106th Street Los Angeles, CA 90044	4	\$ 425.00
West 106th Street 1100-1104 W. 106th Street Los Angeles, CA 90044	20	\$ 570.00
West 106th Street 1334-38 W. 106th Street Los Angeles, CA 90044	4	\$ 425.00
Normandie Apartments 11431-63 S. Normandie Los Angeles, CA 90044	28	\$ 693.00
West 90th Street 1115-16 W. 90th Street Los Angeles, CA 90044	18	\$ 567.00
West 91st Street 1101-09 W. 91st Street Los Angeles, CA 90044	16	\$ 567.00
East 119th Street 1232-34 East 119th Street Los Angeles, CA 90059	2	\$ 441.00
East 61st Street 1229-35 East 61st Street Los Angeles, CA 90001	6	\$ 441.00
Willowbrook 11718-40 Willowbrook Los Angeles, CA 90059	8	\$ 441.00
West 90th Street 1027-33 W. 90th Street Los Angeles, CA 90022	6	\$ 441.00

**ATTACHMENT B
FEE SCHEDULE
FOR
PEST CONTROL SERVICES**

HOUSING DEVELOPMENT UNITS		
LOCATION/ADDRESS	TOTAL UNITS	SERVICE COST 2 TIMES PER YEAR
92nd Street & Bandera St. 9104-18 S. Bandera Los Angeles, CA 90002	8	\$ 450.00
East 83rd Street 1535-37 E. 83rd Street Los Angeles, CA 90002	2	\$ 441.00
East 87th Street 1615-17 E. 87th Street Los Angeles, CA 90002	4	\$ 441.00
88th Street & Beach Street 8739 Beach Street Los Angeles, CA 90002	4	\$ 441.00
Addington 4212-4220 Addington St. Compton, CA 90221	3	\$ 441.00
Budlong I 9410-9412 1/2 S. Budlong Los Angeles, CA 90044	4	\$ 441.00
Budlong II 11126 Budlong Los Angeles, CA 90044	3	\$ 441.00
West 95th Street 1324 W. 95th Street Los Angeles, CA 90044	4	\$ 441.00
West 94th Street 1035-37 1/2 W. 94th St. Los Angeles, CA 90044	4	\$ 441.00
Firmona 11117-19 Firmona Inglewood, CA 90304	2	\$ 441.00
Linsley 4621-25 Linsley St Compton, CA 90221	2	\$ 441.00

**ATTACHMENT B
FEE SCHEDULE
FOR
PEST CONTROL SERVICES**

HOUSING DEVELOPMENT UNITS		
LOCATION/ADDRESS	TOTAL UNITS	SERVICE COST 2 TIMES PER YEAR
El Segundo I 1928/37/49 E. El Segundo Compton, CA 90022	30	\$ 693.00
El Segundo II 2440-45 E. El Segundo Compton, Ca 90222	18	\$ 570.00
Athens III 1120 W. 107 th . St. 1310 W. 110 th st. 11104 S. Normandie Ave. Los Angeles, Ca 90044	10	\$ 450.00
Budlong Crest 11248 S. Budlong Los Angeles, Ca 90044	6	\$ 442.00
Jarvis Avenue 12920 Jarvis Ave. Los Angeles, Ca	1	\$ 440.00
East 84th Street 1527 E. 84 th St. Los Angeles, Ca 90001	4	\$ 441.00
LOCATION/ADDRESS	TOTAL UNITS	MONTHLY COST
Mary B. Henry Telemed Center 10901 S. Vermont Ave. Los Angeles, Ca 90044	8	\$ 42.00
Bright Futures Child Dev. Center 10911 S. Vermont Ave. Los Angeles, Ca 90044	6	\$ 42.00
SUBTOTAL	1552	\$32,817.00
GRAND TOTAL	3376	\$64,068.00

**ATTACHMENT B
FEE SCHEDULE
FOR
PEST CONTROL SERVICES**

SECTION II: AS NEEDED PEST CONTROL SERVICES			
Type of Pest	Method of Control	Unit	Cost
Additional Pest Control Visit	<ul style="list-style-type: none"> • As noted in Section 3.0 of the Statement of Work 	SQ/FT	\$.10
Fleas	<ul style="list-style-type: none"> • Spraying 	SQ/FT	\$.10
Bed Bugs	<ul style="list-style-type: none"> • Spraying (two treatments) 	2 Visits	\$150.00
Bees Hives	<ul style="list-style-type: none"> • Spraying 	Visit	\$195.00
	<ul style="list-style-type: none"> • Spraying during regular service 	Visit	\$125.00
	<ul style="list-style-type: none"> • Removal* 	Visit	\$450.00 & up
Wasps Nests	<ul style="list-style-type: none"> • Removal* 	Visit	\$ 95.00
	<ul style="list-style-type: none"> • Removal during regular service 	Visit	\$ 65.00
Rodents	<ul style="list-style-type: none"> • Traps 	2 Visits	\$125.00
	<ul style="list-style-type: none"> • Traps for each additional 	Visit	\$ 55.00
	<ul style="list-style-type: none"> • Trap Glue Board 	2 Visits	\$100.00
	<ul style="list-style-type: none"> • Trap Glue Board for each additional 	Visit	\$ 50.00
	<ul style="list-style-type: none"> • Bait Station 	Initial Service	\$ 20.00
		Monthly	\$ 5.00
Moths	<ul style="list-style-type: none"> • Fogging 	Per 1,000 CU/FT	\$.07
Service Call Charge (If applicable)		Visit	\$ 85.00
Comments: *Not including lift boom rental.			

ATTACHMENT C

CONTRACT

FORMS

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: <u>LOVESTAR TERMITE AND PEST CONTROL INC.</u>		
Company Address: <u>606 S. RAYMUNO AVE.</u>		
City: <u>FULLERTON</u>	State: <u>CA</u>	Zip Code: <u>92831</u>
Telephone Number: <u>714 526 2847</u>		
Solicitation For (Type of Goods or Services): <u>PEST CONTROL</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

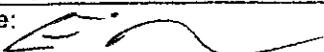
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>ELLIOT MARKUS</u>	Title: <u>PRESIDENT</u>
Signature: 	Date: <u>12-18-08</u>



CHARITABLE CONTRIBUTIONS CERTIFICATION

LOVESTAR TERMITE & PEST CONTROL INC.
Company Name

606 S. RAYMOND AVE. FULLERTON CA 92831
Address

73-1725709
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. ()

OR

YES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ()


Signature

12-18-08
Date

ELLIOT MARKS. PRESIDENT
Name and Title (please type or print)

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

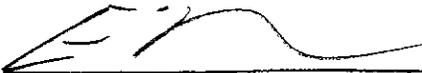
The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Commission for which the Commission is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

ELLIOT MARKS
Print Proposer Name

PRESIDENT
Print Proposer Official Title


Official's Signature

12-18-2008
Date

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

- [] has, has not employed or retained any person or company to solicit or obtain this contract; and
- [] has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: ELLIOT MARKS Title: PRESIDENT

Signature:  Date: 12-18-08

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

LONESTAR TERMINITE & PEST CONTROL INC.

Vendor's Name

606 S. RAVENHAWK AVE.

FULLERTON CA 92831

Address

73-1725700

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: ELLIOT MARKS Title: PRESIDENT

Signature:  Date: 12-18-08

FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION

Name of Firm: LOVESTAR TERMINAL & PEST CONTROL INC. Date: 12-18-08

Address: 606 S. RAMONA AVE. FULLERTON

State: CA Zip Code: 92831 Phone No.: 714 526 2847

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: ELLIOT MARCUS Title: PRESIDENT
Signature: [Signature] Date: 12-18-08

Community Development Commission of the County of Los Angeles

Organization Information Form

I. FIRM/ORGANIZATION INFORMATION Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: LOVESTAR TERMITE & PEST CONTROL INC.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit
 Franchise Other (Please Specify) _____

Total Number of Employees (including owners): 10

Distribute the above total number of employees into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American						
Hispanic American	1				6	1
Asian American						
Asian Pacific American						
Native American						
Caucasian	1					1
Other _____						

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

is a Minority Business Enterprise.

"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals.

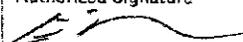
is a Woman Business Enterprise.

"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

is not a Minority or Woman Business Enterprise.

III. DECLARATION

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.

Print Authorized Name <u>ELLIOT MARKS</u>	Authorized Signature 	Title <u>PRESIDENT</u>	Date <u>12-18-08</u>
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07

SECTION 3 BUSINESS CERTIFICATION FORM

Business Name: LOVESTAR TERMITES & PEST CONTROL INC.

Business Address: 606 S. RAYMOND AVE.
FULLERTON CA 92831

Telephone Number: 714 526 2847

Contract/Bid Amount: \$85,473⁻²⁵

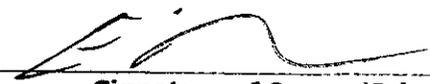
1. The above mentioned business firm is a Section 3 business concern based on the following qualifications:

- 51-percent owned by Section 3 Residents**
(Submit Resident Certifications with this business certification form)
- At least 30-percent Permanent, full-time employees are Section 3 Residents**
Total Number of all full-time employees _____, Number of Section 3 qualified Employees _____
(Submit the Resident Certification form(s) with this Business Certification form)

2. The above mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:

- Written Commitment** (Section 3 Economic Opportunity Plan), outline intentions to:
Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or
Subcontract 25-percent or more of the contract amount to Section 3 qualified business concerns.

THE UNDERSIGNED DECLARES THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT


Signature of Owner/Principal

12/15/08
Date

LOVESTAR TERMITES & PEST CONTROL INC.
Business Name

PR 4715
License Number

To Be Completed by Local Contracting Agency

Preference Category: Targeted Service Area Youthbuild Other - Census Tract Number: _____

E1

SECTION 3 ECONOMIC OPPORTUNITY PLAN

1. Name and Address of Reporting Entity (Recipient, <u>Contract</u> Subcontractor) ONESTAR TERMINATE & PEST CONTROL INC. 606 S. RAYMOND AVE. FULLERTON CA 92831	2. Federal Identification: (Contract/Award No.) 4. Contact Person:	3. Dollar Amount of Award: 5. Phone: (Include Area Code) 7. Date Report Submitted:
6. Reporting Period:		8. Program Code: <input style="width: 100px; height: 20px;" type="text"/> (Use a separate sheet for each Program Code)

Part I: Employment and Training Commitment

TOTAL NEW HIRES BY JOB CATEGORY	SECTION 3 NEW HIRES	% OF AGGREGATE HIRES WHO ARE SECTION 3 HIRES	NUMBER OF SECTION 3 NEW HIRES & TRAINEES	RACIAL/ETHNIC CODE(S)						
				1	2	3	4	5	6	
Professionals										
Technicians	2	30%	2				2			
Office/Clerical	1	30%	1				1			
Trade:										
Trade:										
Trade:										
Trade:										
Trade:										
Trade:										
Trade:										
Trade:										

Part II: Contract Award Commitment to Section 3 Businesses (Contractors, Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NON-CONSTRUCTION CONTRACT	CONTRACT AMOUNT	RACIAL/ETHNIC CODE(S)							
			1	2	3	4	5	6		

Program Codes:

- 1 = Flexible Subsidy
- 2 = Section 202/811
- 3 = Public/Indian Housing Development, Operation and Modernization
- 4 = Homeless Assistance
- 5 = HOME

- 6 = HOME - State Administered
- 7 = CDBG - Entitlement
- 8 = CDBG - State Administered
- 9 = Other CD Programs
- 10 = Other Housing Programs

Racial/Ethnic Codes:

- 1 = White American
- 2 = Black American
- 3 = Native American
- 4 = Hispanic American
- 5 = Asian Pacific American
- 6 = Hasidic Jews (For Part II only)

F.2

APPENDIX D

CONTRACT NOTICES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2005)
Cat. No. 205991

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(*Health and Human Services Agency*)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(*Department of Social Services*)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

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Listing of Contractors Debarred in Los Angeles County

Vendor Name: ARROWHEAD EMANCIPATION PROGRAM
Alias:
Debarment Start Date: 7/8/2008 **Debarment End Date:** Permanently Debarred
Principal Owners and/or Affiliates: Irma F. Reed And Charlene Williams

Vendor Name: G COAST CONSTRUCTION INC.
Alias:
Debarment Start Date: 9/11/2007 **Debarment End Date:** 9/10/2012
Principal Owners and/or Affiliates: Ezra Levi

Vendor Name: INSPECTION ENGINEERING CONSTR
Alias: Inspection Engineering Construction
Debarment Start Date: 6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates: Jamal Deaifi
